

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

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DENNIS QUEBEDEAUX, et al.,)	
)	
PLAINTIFFS,)	
)	
v.)	
)	Case No. 11-389L
UNITED STATES OF AMERICA,)	
)	
DEFENDANT.)	Hon. Elaine D. Kaplan
)	
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SETTLEMENT AGREEMENT

For the purpose of disposing of Plaintiffs' claims, without any further judicial proceedings and without there being any trial or adjudication of any issue of law or fact, and without constituting an admission of liability on the part of the United States, and for no other purpose, the parties stipulate and agree as follows:

1. Plaintiffs Dennis J. Quebedeaux d/b/a Quebedeaux Farms, L & M MeK, Inc., Cavalier & Sons Seafood, LLC, Richard W. Deshotel, Louis Henderson, Bobbie Henderson, Star Enterprises, Inc. of Morgan City, Aaron Gros, Jr., Paula McDaniel, Lynn Blanchard's Crawfish, LLC, and Hebert's Shipyard, LLC (collectively, "Plaintiffs") filed a complaint in this Court on June 15, 2011.

2. Plaintiffs' complaint was amended through subsequent pleadings filed on September 21, 2011, March 13, 2014, and June 19, 2015 (the "Complaints").

3. In the Complaints, Plaintiffs allege, among other things, that the flooding of their real and personal property during 2011 was caused by the United States Army Corps of

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Engineers' operation of the Morganza Spillway, and assert that the alleged flooding, and resulting damage to their property, constitutes a Fifth Amendment taking without just compensation.

5. The parties subsequently entered into negotiations designed to resolve amicably Plaintiffs' claims. Plaintiffs have offered to settle this case, including all claims asserted in the Complaints, in exchange for compensation payments by the United States in the total amount of \$469,750.96, inclusive of interest.

6. Specifically, Plaintiffs have offered to settle their respective claims for the amounts of compensation, inclusive of interest, set forth below.

Plaintiff	Settlement Compensation
Lynn Blanchard's Crawfish, LLC	\$10,156.78
Cavalier & Son's Seafood, LLC	\$10,156.78
Richard W. Deshotel	\$17,774.36
Star Enterprises, Inc. of Morgan City	\$126,959.72
Louis and Bobbie Henderson	\$10,156.78
Aaron Gros, Jr. and Paula McDaniel	\$10,156.78
L&M MeK, Inc.	\$20,313.55
Dennis J. Quebedeaux	\$10,156.78
Melvin Hebert/Hebert Shipyard	\$253,919.43

7. In addition, and in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. § 4654(c), the United States agrees to pay to Plaintiffs the additional sum of \$521,000.00 for attorneys' fees and costs Plaintiffs incurred with respect to this litigation.

8. In consideration of the settlement amount set forth in the paragraphs above, Plaintiffs agree to file a Stipulation of Dismissal of this case with prejudice within 14 days of receipt of payment from the United States.

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9. Upon satisfaction of the terms set forth in paragraphs 6 and 7, Plaintiffs release, waive, and abandon all claims against the United States, its political subdivisions, its officers, agents, and employees, arising out of or related to the allegations and claims asserted in the Complaints, including but not limited to any claims for costs, expenses, attorney fees, and damages of any sort.

10. The Settling Plaintiffs understand and acknowledge that this Agreement will be submitted by the United States to the U.S. Department of the Treasury for payment. Plaintiffs have been informed that the U.S. Department of the Treasury requires each plaintiff receiving a portion of the total settlement to provide their Social Security Number or federal Tax Identification Number prior to processing payment, so that the U.S. Department of the Treasury may fulfill its statutory obligations under the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3325(d)).

11. Plaintiffs warrant and represent that no other action or suit with respect to the claims advanced in this suit is pending or will be filed in or submitted to any other court, administrative agency, or legislative body. Plaintiffs further warrant and represent that they have made no assignment or transfer of all or any part of their rights arising out of or relating to the claims advanced in this suit.

12. This agreement is for the purpose of settling this case, and for no other. Accordingly, this agreement shall not bind the parties, nor shall it be cited or otherwise referred to, in any proceedings, whether judicial or administrative in nature, in which the parties or counsel for the parties have or may acquire an interest, except as is necessary to effect the terms of this agreement.

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13. Plaintiffs' counsel represents that they have been and are authorized to enter into this agreement on behalf of Plaintiffs.

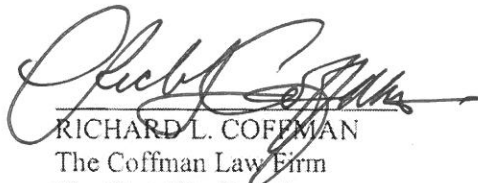
14. This document constitutes a complete integration of the agreement between the parties and supersedes any and all prior oral or written representations, understandings or agreements among or between them.

15. The parties agree that this agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile signatures shall have the same effect as original signatures in binding the parties. The parties' acknowledgments by email of agreement to this settlement agreement and the electronic signature below shall be the same as a handwritten signature.

IN WITNESS WHEREOF, this Settlement Agreement between Plaintiffs and the United States has been duly executed by their authorized legal representatives.

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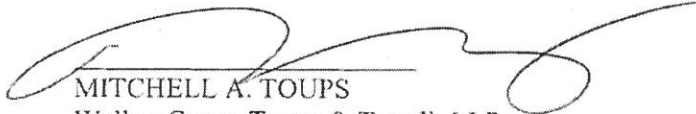
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